

EXHIBIT 3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Yasmin Mohamed p/k/a Yasminah,

Plaintiff,

- against -

Abel Makkonen Tesfaye p/k/a
The Weeknd; Guillaume Emmanuel de Homem-
Christo and Thomas Bangalter p/k/a Daft Punk;
Martin McKinney p/k/a Doc; Henry Walter p/k/a
Cirkut; Jason Quenneville p/k/a DaHeala, XO
Records, LLC; Republic Records; Universal
Music Group; William Uschold p/k/a WILL U;
Tyrone Dangerfield p/k/a TABOO!!; Squad
Music Group; and DOES 1-10,

Defendants.
----- x

Case No. 18-cv-8469 (JSR)

**DEFENDANT UMG
RECORDINGS, INC.'S
SUPPLEMENTAL RESPONSES
AND OBJECTIONS TO
PLAINTIFF'S PRE-MOTION
INTERROGATORIES**

UMG Recordings, Inc. ("UMG Recordings"), by its attorneys Davis Wright Tremaine, LLP, hereby provides supplemental responses to the following Interrogatories¹:

INTERROGATORY NO. 1

Identify all agreements involving or entered into by You that relate to the exploitation of Starboy, providing for each agreement the information set forth in the definitions above, and including the material terms of said agreements, the monies to be paid and to whom, the location of any forum in a forum selection clause, and the geographic scope of distribution, if any, under the agreement.

Supplemental Response to Interrogatory No. 1

Subject to and without waiving the objections as stated in the Responses and Objections, UMG Recordings supplements its response as follows: only the following contracts identified in the Responses and Objections have forum selection clauses:

¹ These responses supplement UMG Recordings' Responses and Objections to Plaintiff's Pre-Motion Interrogatories, dated December 4, 2018 (the "Responses and Objections"). The abbreviations used in the Responses and Objections are used herein.

- The following contracts, identified in the Responses and Objections, have California forum selection clauses:
 - Services Agreement: Distribution and Transportation Management between UMG Commercial Services, Inc., 2220 Colorado Avenue, Santa Monica, CA 90404 and Direct Shot Distributing, Inc., 2001 Commerce Parkway, Franklin, IN 46131, dated March 23, 2017.
 - Master Use License Agreement between Universal Music Enterprises, a division of UMG Recordings, Inc., 2220 Colorado Avenue, Santa Monica, CA 90404 and Harmonix Music Systems, Inc., 625 Massachusetts Avenue, 2nd Floor, Cambridge, MA 02139, dated February 8, 2017.
 - Sound Recording and Audiovisual Content License between UMG Recordings Services and Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, Google Ireland Ltd., Google Commerce Ltd., Gordon House, Barrow Street, Dublin 4, Ireland.
 - Digital Product Agreement between UMG Recordings Services, Universal Music Canada, Inc., 2450 Victoria Park Avenue, Suite 1, Toronto, ON M2J 5H3, and Pandora Media, Inc. and Pandora Media California, LLC, 2101 Webster Street, Suite 1650, Oakland, CA 94612, and Pandora Hong Kong Limited, Clarson Services, 18th Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong.
- The following contracts, identified in the Responses and Objections, and the Distribution Agreement, including as amended, have New York forum selection clauses:

- Manufacturing Services Agreement between UMG Manufacturing & Logistics, Inc., 2220 Colorado Avenue, Santa Monica, CA 90404, and Technicolor Home Entertainment Services, Inc., Technicolor Videocassette of Michigan, Inc, and Technicolor Home Entertainment Services Southeast, LLC, 3233 E. Mission Oaks Blvd., Camarillo, CA 93012, dated September 28, 2017 (effective as of November 15, 2015).
- CD Manufacturing and Related Services Agreement between UMG Recordings and Entertainment Distribution Company (USA) LLC, 11360 Lakefield Drive, Duluth, GA 30097 (“ESD”), dated May 31, 2005.
- U.S. Distribution and Related Services Agreement between UMG Recordings and ESD, dated May 31, 2005.
- Full Catalog Interactive Streaming and Conditional Download Agreement between UMG Recordings, UMG Recordings Services, Universal Music LLC, and Amazon Digital Services LLC, Amazon Media EU S.a.r.l, and Samzon.com Int’l Sales, Inc. 410 Terry Avenue North, Seattle, WA 98109.
- Interactive Streaming and Conditional Download Music Service Agreement between UMG Recordings Services and Amazon Digital Services LLC, Amazon Media EU S.a.r.l, and Samzon.com Int’l Sales, Inc. 410 Terry Avenue North, Seattle, WA 98109.
- Digital Product Agreement between UMG Recordings and iHeart Communications, Inc., 125 W. 55th Street, 11th Floor, New York, NY 10019.
- The following contract, identified in the Responses and Objections, has an England forum selection clause:

- Digital Product Agreement between UMG Recordings Services, Inc., 2220 Colorado Avenue, Santa Monica, CA 90404 (“UMG Recordings Services”) and Spotify AB, Birger Jarlsgatan 61, 113 56 Stockholm, Sweden, and Spotify USA, Inc., 45 West 18th Street, New York, NY 10011.

INTERROGATORY NO. 6

Identify all of Your distributions and exploitations of Starboy in the State of New York, including each manner of exploitation and the number of relevant units distributed, streams, and tickets sold, the revenues received for the distributed units, streams, and tickets, the dates of the distribution, performance, or streaming, and the location of the recipients of the units, tickets, and streams.

Supplemental Response to Interrogatory No. 6

Subject to and without waiving the objections as stated in the Responses and Objections, UMG Recordings supplements its response as follows: to the best of UMG Recordings’ information and belief, of the approximately 1,633,235 sales of *Starboy* phonorecords throughout the United States, approximately 128,513 were in New York, and of the approximately 584,343,884 streams of *Starboy* phonorecords throughout the United States, approximately 33,430,546 were to recipients in New York.

INTERROGATORY NO. 7

Identify all transactions entered into by You from New York that relate to, involve, or reference Starboy.

Supplemental Response to Interrogatory No. 7

Subject to and without waiving the objections as stated in the Responses and Objections, UMG Recordings reaffirms that it cannot presently determine where the Distribution Agreement was physically signed by its representative, but it may have been New York.

INTERROGATORY NO. 27

Did You sell any copies of Starboy through independent brokers or retail merchants in New York?

Supplemental Response to Interrogatory No. 27

Subject to and without waiving the objections as stated in the Responses and Objections, UMG Recordings supplements its response as follows: UMG Recordings arranged for the sale of *Starboy* by independent brokers or retail merchants throughout the United States and, excluding Canada, the world.

INTERROGATORY NO. 28

Did You know that the distributor to which You provided copies of *Starboy* would distribute copies of *Starboy* in New York?

Supplemental Response to Interrogatory No. 28

Subject to and without waiving the objections as stated in the Responses and Objections, UMG Recordings supplements its response as follows: UMG Recordings anticipated that copies of *Starboy* would be distributed by those distributors throughout the United States and, excluding Canada, the world.

INTERROGATORY NO. 29

Did You offer to sell copies of *Starboy* in New York?

Supplemental Response to Interrogatory No. 29

Subject to and without waiving the objections as stated in the Responses and Objections, UMG Recordings supplements its response as follows: UMG Recordings arranged for others to offer to sell copies of *Starboy* throughout the United States and, excluding Canada, the world.

INTERROGATORY NO. 31

When You distributed *Starboy* did you foresee residents of New York buying *Starboy* in any format?

Supplemental Response to Interrogatory No. 31

Subject to and without waiving the objections as stated in the Responses and Objections, UMG Recordings supplements its response as follows: UMG Recordings did not itself distribute

Starboy, but in arranging for its distribution throughout the United States and, excluding Canada, the world, it anticipated that individuals throughout those territories would purchase *Starboy*.

INTERROGATORY NO. 32

When You distributed *Starboy* did you foresee residents of New York streaming *Starboy* online?

Supplemental Response to Interrogatory No. 32

Subject to and without waiving the objections as stated in the Responses and Objections, UMG Recordings supplements its response as follows: UMG Recordings did not itself stream *Starboy* online, but in arranging for the streaming of *Starboy* throughout the United States and, excluding Canada, the world, it anticipated that individuals throughout those territories would stream *Starboy* online.

INTERROGATORY NO. 33

Did You enter into any agreements that related to the performance of *Starboy* in New York?

Supplemental Response to Interrogatory No. 33

Subject to and without waiving the objections as stated in the Responses and Objections, UMG Recordings supplements its response as follows: UMG Recordings did not enter into any agreements related to the performance of *Starboy* anywhere.

INTERROGATORY NO. 35


Did You direct the manufacture of the products that included *Starboy* from New York?

Supplemental Response to Interrogatory No. 35

Subject to and without waiving the objections as stated in the Responses and Objections, UMG Recordings supplements its response as follows: the manufacture of phonorecords of *Starboy* was arranged for by UMG Recordings from California and New York.

Dated: New York, New York
December 6, 2018

DAVIS WRIGHT TREMAINE LLP

By: 
Peter Anderson (admitted *pro hac vice*)
Marcia Paul
Amanda Levine
1251 Avenue of the Americas, 21st Floor
New York, NY 10020
Phone: (212) 489-8230
Fax: (212) 489-8340

VERIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK:

I have read the foregoing, and know its contents.

I am an officer or agent of UMG Recordings, Inc., which is a party to this action, and am authorized to make this Verification on its behalf. The matters stated in the foregoing document are either true of my own personal knowledge or I am informed and believe and on that ground state that they are true.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 6, 2018.


NICHOLAS TARDIF

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
Yasmin Mohamed p/k/a Yasminah,

Plaintiff,

- against -

Abel Makkonen Tesfaye p/k/a
The Weeknd; Guillaume Emmanuel de Homem-
Christo and Thomas Bangalter p/k/a Daft Punk;
Martin McKinney p/k/a Doc; Henry Walter p/k/a
Cirkut; Jason Quenneville p/k/a DaHeala, XO
Records, LLC; Republic Records; Universal
Music Group; William Uschold p/k/a WILL U;
Tyrone Dangerfield p/k/a TABOO!!; Squad
Music Group; and DOES 1-10,

Defendants.
----- x

Case No. 18-cv-8469 (JSR)

CERTIFICATE OF SERVICE

This is to certify that on this 6th day of December, 2018, a true and correct copy of the foregoing *Defendant UMG Recordings Inc. 's Supplemental Responses and Objections to Plaintiff's Pre-Motion Interrogatories* was served on the following by U.S. mail, postage pre-paid, with a courtesy copy sent via electronic mail:

Scott Alan Burroughs
DONIGER / BURROUGHS
231 Norman Avenue, Suite 413
Brooklyn, NY 11222

Steven T. Lowe
Kris S. LeFan
LOWE & ASSOCIATES
8383 Wilshire Boulevard, Suite 1038
Beverly Hills, California 90211


Sonia Nieves